

RECORDATION NO. 7775-2 Filed & Recorded

AUG 11 1975-12 20 PM

INTERSTATE COMMERCE COMMISSION

RELEASE OF SECURITY INTEREST

Trailer Train Company
Manufacturing Agreement
Dated as of January 1, 1975

WHEREAS Pullman Incorporated (Pullman Standard division) (hereinafter called the Secured Party) and Trailer Train Company (hereinafter called the Assignor) have entered into a Manufacturing Agreement dated as of January 1, 1975 (hereinafter, as amended to the date hereof, called the Manufacturing Agreement), pursuant to which the Secured Party retained security title to and property in the units of railroad equipment described in Annex A to the Manufacturing Agreement (hereinafter called the Equipment); and

WHEREAS pursuant to an Assignment of Manufacturing Agreement dated as of January 1, 1975, between the Assignor and Trust Company Bank, as Owner-Trustee (hereinafter called the Assignee) and pursuant to a Reassignment of Manufacturing Agreement dated as of January 1, 1975, among the Assignor, the Assignee and First Security Bank of Utah, N.A., the right to purchase and take delivery of certain units of the Equipment described in Schedule A hereto (hereinafter called the Assigned Equipment) was assigned to the Assignee; and

WHEREAS the Manufacturing Agreement was filed and recorded with the Interstate Commerce Commission pursuant to

Section 20c of the Interstate Commerce Act on January 16, 1975, at 1:00 p.m., Recordation No. 7775; and

WHEREAS the Assigned Equipment has been delivered to and accepted by the Assignee and the Assignee has, on the date of this Release, paid to the Secured Party pursuant to the terms of an Equipment Trust Agreement dated as of January 1, 1975 (hereinafter called the Equipment Trust Agreement), between the Assignee and Manufacturers Hanover Trust Company (hereinafter called the Trustee), the entire Purchase Price (as defined in the Manufacturing Agreement) of the Assigned Equipment as provided in the Manufacturing Agreement and the Equipment Trust Agreement;

NOW, THEREFORE, this Release of Security Interest witnesseth as follows:

The Secured Party hereby releases its title to and property in the Assigned Equipment under the Manufacturing Agreement and acknowledges that title to and property in the Assigned Equipment free of all liens, security interests and other encumbrances created or retained by the Manufacturing Agreement has passed to and remains in the Assignee, subject to the security interest of the Trustee under the terms of the Equipment Trust Agreement.

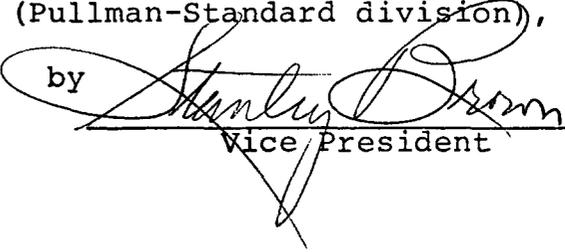
IN WITNESS WHEREOF, the Secured Party has caused

this Release of Security Interest to be executed in its corporate name by a duly authorized officer or representative and its corporate seal to be hereunto affixed and duly attested, as of this *4th* day of April 1975.

Dated: April 1, 1975

PULLMAN INCORPORATED
(Pullman-Standard division),

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *4th* day of April 1975, before me personally appeared *Stanley Brown*, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Hollis E. Zink

Notary Public

[Notarial Seal]

My commission expires:

May 7, 1978

SCHEDULE A

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Car Numbers (Inclusive)</u>
89 ft. 4 in. 70-ton capacity hydraulic draft gear standard level all purpose flat car	FC	175	973626-973800
89 ft. 4 in. 70-ton capacity hydraulic draft gear low level flat car	FC	4	850495-850498
89 ft. 4 in. 70-ton capacity standard gear standard level flat car equipped with hitches	FC	104	255684-255787

	Total	283	